REMARKS

In response to the Office Action dated March 25, 2005, Applicant respectfully requests reconsideration based on the above claim amendments and the following remarks. Applicant respectfully submits that the claims as presented are in condition for allowance.

A review of the claims indicates that:

Claims 2, 4, 6-14, 37-42, 44, 52 and 60-63 are previously presented.

Claims 1, 3, 5, 36 and 43 are currently amended.

Claims 15-35, 45-51, and 53-59 are currently cancelled.

Claims 4, 6-14, 36-44 and 52 are objected to due to improper status identifiers.

Claims 1-14, 36-44, 52 and 60-63 are rejected under 35 U.S.C. §102(b) as being anticipated by US Patent 5,897,621 to Boesch et al. (hereinafter, "Boesch").

Claims 1-14, 36-44, 52 and 60-63 remain in this application.

In view of the following remarks, Applicant respectfully requests reconsideration of the rejected claims and allowance of the subject application.

Correction of Objected to Claims

Claims 4, 6-14, 36-44 and 52 are corrected to contain proper status identifiers of "Previously Presented" as set out by the Office.

35 U.S.C. §102(b)

Claims 1-14, 36-44, 52 and 60-63

Claims 1-14, 36-44, 52 and 60-63 are rejected under 35 U.S.C. §102(b) as being anticipated by Boesch. Applicant respectfully traverses the rejection.

Independent claim 1 recites:

A computer-implemented method for providing pricing for a transaction, the method comprising:

receiving into a computer storage, digital data descriptive of an amount of a first currency relating to a price of a deliverable involved in a transaction;

determining with a processor operative with executable software, a cost for credit to be extended to a participant, wherein the credit is extended based upon one or more transaction factors comprising a volume of business a credit provider conducts with the participant, a type of deliverable and collateral for the credit;

calculating with the processor, a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon transaction factors comprising currencies involved in the transaction, an aggregate volume of currency exchanged by the participant and the amount of the associated transaction, and is effective for a predetermined period of time; and

calculating with the processor, an aggregate price to the customer for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable.

Boesch fails to disclose or show the method of claim 1. For example, Boesch fails to disclose or show "determining with a processor operative with executable software, a cost for credit to be extended to a participant, wherein the credit is extended based upon one or more transaction factors comprising a volume of business a credit provider conducts with the participant, a type of deliverable and collateral for the credit".

Instead, Boesch discloses a system and method for approving a multicurrency transaction between a customer and a merchant in which a server converts an amount in a first currency that a customer is willing to pay for a product into a second currency in which a merchant has agreed to sell the product. (Boesch, Abstract). The server then approves the transaction if the amount of the customer's offer in the second currency is within an *acceptable risk range* (i.e. a combination of acceptable differentials for each party to a transaction) of the merchant's product price in the second currency in accordance with current currency exchange rates. (Boesch, Abstract and Col. 9, lines 14-25). By using an acceptable risk range, rather than a calculated cost of credit, a transaction may be approved under Boesch in instances in which the customer's offer in the second currency is less than the price set by the merchant in the second currency. (Boesch, Col. 9, lines 25-30). Such a situation would be impossible using the method recited in claim 1.

The acceptable risk range in Boesch can be assessed by looking at factors such as the creditworthiness of the customer or the merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. (Boesch, Col. 9, lines 17-25). No

mention is given in Boesch, however, regarding specific transaction factors such as a volume of business a credit provider conducts with the participant, a type of deliverable, or collateral for the credit, as recited in claim 1.

Moreover, though the acceptable risk range, or differentials, are used to evaluate the validity of a transaction, no mention is made in Boesch as to the publishing of the range or the differentials.

Moreover, once the transaction is approved, *the approving entity bears the risk associated with the currency exchange, while the parties incur no risk.* (Boesch, Abstract). Thus, Boesch effectively represents the very prior art that Applicant sought to overcome.

In rejecting claim 1, the Office relies on Boesch at Col. 9, lines 11-39 as disclosing "determining with a processor operative with executable software, a cost for credit to be extended to a participant, wherein the credit is extended based upon one or more transaction factors comprising a volume of business a credit provider conducts with the participant, a type of deliverable and collateral for the credit." As discussed above, however, Boesch only discloses "differentials" and an "acceptable risk range" used to evaluate the validity of a transaction. According to Boesch, in order to assess the acceptable range of risk, only generalized mention is given to "the creditworthiness of the customer". This is noteworthy, since beyond use of this general term, no specifics are given as to how the "creditworthiness" of the customer is to be determined, and specifics such as "a volume of business a credit provider conducts with the participant", "a type of deliverable", and "collateral for the credit" are not disclosed or shown in Boesch

in conjunction with determining a cost of credit. For these reasons alone, claim 1 is allowable over Boesch.

Boesch also fails to disclose or show "calculating with the processor, a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon transaction factors comprising currencies involved in the transaction, an aggregate volume of currency exchanged by the participant and the amount of the associated transaction". In fact, no mention is given in Boesch regarding the calculation of a cost related to currency exchange. Instead, Boesch simply discloses converting a customer's offer into the same currency as the merchant's price and comparing the two. If the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency, then the transaction is approved and *the approving entity bears the risk associated with the currency exchange*, while the parties incur no risk. (Boesch, Abstract).

According to Boesch, the currency exchange rate may be obtained from a currency broker or a bank, or the transaction entity may establish its own exchange rates. (Boesch, Col. 8, lines 49-55). Also, the server may aggregate transactions prior to exchanging currencies in an effort to obtain preferential exchange rates by converting money in larger units. (Boesch, Col. 8, lines 55-59). Frequency and timing of updates of currency exchange rate data depend on the level of risk of the approving entity and the availability of the updates from currency brokerage services. (Boesch, Col. 8, lines 59-67).

In addition to failing to mention calculating a cost for exchange of the first currency to a second currency, Boesch also fails to disclose or show transaction

factors contributing to this cost, including "an aggregate volume of currency exchanged by the participant and the amount of the associated transaction" such as are recited in claim 1. Instead, Boesch discloses that transactions may be aggregated prior to exchanging currencies in an effort to obtain preferential exchange rates by converting money in larger units. (Boesch, Col. 8, lines 55-59). This, however, may involve aggregating all transactions made by a server, including those potentially made by multiple different parties, rather than the actions of a single participant as recited in claim 1. Moreover, though Boesch's aggregation practice may be used to obtain a more preferable exchange rate for the server, no mention is made of quantifying the savings accomplished by such a practice and placing them into a cost for exchange to be assigned to any one participant.

In rejecting claim 1, the Office relies on Boesch at Col. 8, lines 49-58 as disclosing "calculating with the processor, a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon transaction factors comprising currencies involved in the transaction, an aggregate volume of currency exchanged by the participant and the amount of the associated transaction". As discussed above, however, Boesch only discloses "differentials" and an "acceptable risk range" used to evaluate the validity of a transaction. Differentials and a range are not the same as a cost, and do not allow the calculation of a concrete cost -- such as a cost for exchange – which may be assigned to a customer. Moreover, the cited passage (and indeed the rest of Boesch) fails to disclose specific transaction factors, such as an aggregate volume of currency

exchanged *by the participant* and the amount of the associated transaction. For these reasons alone, claim 1 is allowable over Boesch.

Boesch also fails to disclose or show "calculating with the processor, an aggregate price to the customer for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable". As discussed above, Boesch fails to disclose or show calculating a "cost of credit" or "cost for exchange of currency". Thus, calculating an aggregate price including such costs, and thus the passing of such risks on to the purchaser, is impossible under Boesch. Instead, Boesch relies on a mechanism wherein an acceptable risk range is evaluated, which in turn forces the approving entity -- rather than the parties to the transaction -- to bear the risk associated with the currency exchange and the cost of credit.

In rejecting this element of claim 1, the Office relies on Boesch Col. 9, lines 11-39 as disclosing "calculating with the processor, an aggregate price to the customer for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable". As discussed above, however, Boesch fails to disclose or show calculating a "cost of credit" or "cost for exchange of currency". Thus, calculating an aggregate price including such costs, and thus the passing of such risks on to the purchaser, is impossible under Boesch. This is evidenced by the fact that under Boesch, in some instances the customer's offer in the second currency may be accepted even though it is *lower than* the price set by the merchant. Such a losing transaction would be impossible

according to the method recited in claim 1. For these reasons alone, claim 1 is allowable over Boesch.

Thus, claim 1 is allowable over Boesch. Applicant respectfully requests that the §102 rejection be withdrawn.

Claims 2-14, and 60 depend from claim 1, and thereby incorporate each of the elements of claim 1. Accordingly, claims 2-14 and 60 are allowable at least on the basis of this dependency, in addition to the further elements recited therein which are neither shown nor disclosed by the cited reference. For example, **amended claim 3** recites:

> The method of claim 2 additionally comprising the step of transmitting to the network access device associated with the participant in the transaction via the transmission medium, a detail of the price, wherein the detail comprises:
> the cost of credit, and the cost of credit is based upon the amount of currency involved in the transaction, the period allowed until repayment, the rate of interest and the volume of business the participant transacts;
> the cost for exchange of currency;
> and the amount of first currency relating to the price of the deliverable.

In addition to Boesch's failings discussed above with reference to claim 1, Boesch also fails to disclose "the cost of credit is based upon the amount of currency involved in the transaction, the period allowed until repayment, the rate of interest and the volume of business the participant transacts". Further, Boesch fails to disclose or show transmission of "the cost for exchange of currency" and "the amount of first currency relating to the price of the deliverable." Instead, Boesch omits mention of the cost of credit and the cost of currency, and is limited

to comparing a customer's offer in a second currency to a merchant's price in the second currency in view of an acceptable risk range.

Another exemplary claim, **amended claim 5,** recites:

> The method of claim 1 further comprising:
> entering an amount of insurance available to an insured participant, wherein the insurance relates to non-payment by the insured participant;
> receiving information descriptive of an online transaction involving the insured online participant, wherein the information comprises a purchase price relating to an online transaction; and
> confirming that the insurance available to the insured participant is sufficient to guarantee payment of the purchase price.

Here, among other omitted elements, Boesch fails to disclose or make any mention of "entering an amount of insurance available to an insured participant, wherein the insurance relates to non-payment by the insured participant", "receiving information descriptive of an online transaction involving the insured online participant, wherein the information comprises a purchase price relating to an online transaction", or "confirming that the insurance available to the insured participant is sufficient to guarantee payment of the purchase price".

Another exemplary claim, **claim 13,** recites:

> The method of claim 1 wherein the step of calculating a cost for exchange of the first currency includes the steps of:
> determining with the processor, an exchange price and a tolerance parameter for the first currency, as the first currency relates to a base currency;
> receiving into the computer storage, a spot price relating to a market price for exchange of the first currency;
> comparing the spot price with the tolerance parameter via the processor; and
> modifying with the processor, the exchange price if the spot price exceeds the tolerance parameter.

As discussed above with reference to claim 1, Boesch discloses only an "acceptable risk range" assessed by looking at factors such as the creditworthiness of a customer or merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. Nowhere does Boesch disclose or show "determining with the processor, an exchange price and a tolerance parameter for the first currency, as the first currency relates to a base currency," "receiving into the computer storage, a spot price relating to a market price for exchange of the first currency," "comparing the spot price with the tolerance parameter via the processor" or "modifying with the processor, the exchange price if the spot price exceeds the tolerance parameter". In fact no mention is given in Boesch to spot prices, tolerance parameters or modifying exchange prices if the spot price exceeds the tolerance parameter.

Applicant therefore respectfully requests that the §102(b) rejection of claims 2-14 and 60 be removed.

Independent claim 41 recites:

Computer executable program code residing on a computer-readable medium, the program code comprising instructions for causing the computer to:
receive digital data descriptive of an amount of a first currency relating-to a price of a deliverable involved in a transaction;
determine a cost for credit to be extended to a buyer, wherein the credit is extended based upon one or more transaction factors;
calculate a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon one or more transaction factors, and is effective for a predetermined period of time; and

calculate an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable.

Boesch fails to disclose or show the computer executable program code recited in claim 41. For example, Boesch does not disclose "determine a cost for credit to be extended to a buyer, wherein the credit is extended based upon one or more transaction factors". Rather, as discussed above, a cost for credit is not calculated in Boesch. Instead, only an acceptable risk range is assessed.

Moreover in order to assess the acceptable range of risk, only generalized mention is given in Boesch to a "the creditworthiness of the customer". Beyond use of this general term, no information such as "transactional factors" is provided in Boesch to explain how a cost of credit could be determined.

Boesch also fails to disclose or show "calculate a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon one or more transaction factors, and is effective for a predetermined period of time". In fact, no mention is given in Boesch regarding the calculation of a cost related to currency exchange. Instead, Boesch simply discloses converting a customer's offer into the same currency as the merchant's price and comparing the two. If the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency, then the transaction is approved and *the approving entity bears the risk associated with the currency exchange*, while the parties incur no risk. (Boesch, Abstract).

In addition to failing to mention calculating a cost for exchange of the first currency to a second currency, Boesch also fails to disclose or show "transaction

factors" contributing to this cost. Instead, the only mention Boesch provides regarding currency conversion costs consists of the practice of aggregating transactions prior to exchanging currencies in an effort to obtain preferential exchange rates by converting money in larger units. (Boesch, Col. 8, lines 55-59). Moreover, though Boesch's aggregation practice may be followed in an effort to obtain a more preferable exchange rate for the server, no mention is made of quantifying the savings accomplished by such a practice and placing them into a cost for exchange.

Boesch also fails to disclose or show "calculate an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable". As discussed above, Boesch fails to disclose or show calculating a "cost of credit" or "cost for exchange of currency". Thus, calculating an aggregate price for the deliverable including such costs -- and thus the passing of such risks on to the purchaser -- is impossible under Boesch. Instead, Boesch relies on a mechanism wherein an acceptable risk range is evaluated, which in turn forces the approving entity, rather than the parties to the transaction, to bear the risk associated with the currency exchange and the cost of credit.

In rejecting claim 41, the Office relies on Boesch at Col. 5, lines 55-64; Col. 7, lines 25-34; Col. 9, lines 11-39; and Col. 8, lines 49-58. However, Boesch does not disclose all the elements of claim 41 in the cited passages or anywhere else within Boesch.

Rather, as noted above, under Boesch's disclosed process a server converts an amount in a first currency that a customer is willing to pay for a product into an amount in a second currency in which a merchant has agreed to sell the product. The server then approves the transaction if the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency in accordance with current currency exchange rates. Under Boesch, the acceptable risk range is assessed by looking at factors such as the creditworthiness of the customer or the merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. Thus, Boesch fails to teach the determination of a cost of credit, a cost for exchange, or an aggregated cost to the consumer for the deliverable including the cost of credit and the cost for exchange. This is evidenced by the fact that under Boesch, in some instances the customer's offer in the second currency may be accepted even though it is *lower than* the price set by the merchant. Such a losing transaction would be impossible according to the method recited in claim 41.

Thus, Boesch omits to pass risks arising from costs of credit and costs for exchange onto the customer, and instead forces the approving entity to bear the risk associated with the costs of currency exchange and credit.

For these reasons, claim 41 is allowable over Boesch. Applicant respectfully requests that the § 102 rejection be withdrawn.

Independent claim 42 recites:

> A computer-implemented method of interacting with a network access device so as to provide pricing information relating

to online transactions, the method comprising the steps of:

causing with a processor operative with executable software, details of an online transaction involving a calculated price and detail of the calculated price to be transmitted via a transmission medium and a communications network, to a participant network access device;

receiving into a computer storage, an amount of currency relating to a price of a deliverable involved in the transaction; and

displaying on the network access device, the calculated price and detail of the calculated price related to the transaction, wherein the calculated price comprises an aggregate of a cost of credit extended in the transaction, a cost for exchange of currency in the transaction and the amount of currency relating to the price of the deliverable, and the detail comprises the cost of credit, the cost for exchange of currency and the amount of currency.

Boesch fails to disclose or show the method recited in claim 42. For example, Boesch does not disclose "displaying on the network access device, the calculated price and detail of the calculated price related to the transaction wherein the calculated price comprises an aggregate of a cost of credit extended in the transaction, a cost for exchange of currency in the transaction and the amount of currency relating to the price of the deliverable, and the detail comprises the cost of credit, the cost for exchange of currency and the amount of currency." Rather, as discussed above, a cost for credit, and a cost for exchange of currency are not calculated in Boesch. Thus, such elements are not available to be included in the calculated price or displayed alone as details.

In rejecting claim 42, the Office relies on Boesch at Col. 8, lines 12-38; Col. 9, lines 11-39; and Col. 10, lines 39-64. However, Boesch does not disclose all the elements of claim 42 in the cited passages or anywhere else within Boesch.

Rather, as noted above, under Boesch's disclosed process a server converts an amount in a first currency that a customer is willing to pay for a product into an

amount in a second currency in which a merchant has agreed to sell the product. The server then approves the transaction if the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency in accordance with current currency exchange rates. Under Boesch, the acceptable risk range is assessed by looking at factors such as the creditworthiness of the customer or the merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. Thus, Boesch fails to teach the determination or display of a cost of credit, a cost for exchange, or an aggregated cost to the consumer for the deliverable including the cost of credit and the cost for exchange. This is evidenced by the fact that under Boesch, in some instances the customer's offer in the second currency may be accepted even though it is *lower than* the price set by the merchant.   Such a losing transaction would be impossible according to the method recited in claim 42.

Thus, Boesch omits to pass risks arising from costs of credit and costs for exchange onto the customer, and instead forces the approving entity to bear the risk associated with the cost for currency exchange and credit.

For these reasons, claim 42 is allowable over Boesch.   Applicant respectfully requests that the §102 rejection be withdrawn.

Claim 43 depends from claim 42, and thereby incorporates each of the elements of claim 42. Accordingly, claim 43 is allowable at least on the basis of this dependency, in addition to the further elements recited therein which are neither shown nor disclosed by the cited reference. For example, **amended claim 43** recites:

The method of claim 42 additionally comprising the step of displaying on the network access device, calculated prices in at least three currencies and detail of said calculated prices related to the online transaction.

Boesch does not disclose this feature. Instead Boesch discloses conducting transactions using only a merchant currency and a customer currency. The Office argues that Col. 10, lines 39-64 discloses the claim language above. Applicant disagrees. This excerpt merely notes that information regarding the price in the merchant accepted currency, as well as the amount offered in the customer selected currency may be sent to a third party other than the server. In addition, according to the excerpt, this may be done when the third party maintains the customer's and the merchant's accounts, and the third party is responsible for virtual settlement of the transaction. No mention is given in this excerpt regarding displaying on the network access device calculated prices or details of said calculated prices related to the online transaction. Moreover, the except discloses that only two currencies at a maximum may be sent to the third party. This differs from the at least three currencies recited in claim 43. Applicant therefore respectfully requests that the §102(b) rejection of claim 43 be removed.

Independent claim 44 recites:

A computer data signal embodied in a digital data stream comprising data including e-commerce details, wherein the computer data signal is readable with computer executable program code residing on a computer-readable medium, and generated by a method comprising the steps of:
receiving into a computer storage, an amount of a first currency relating to a price of a deliverable involved in a transaction;
determining with a processor operative with executable software, a cost for credit to be extended to a buyer, wherein the credit is extended based upon one or more transaction factors;

calculating with the processor, a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon one or more transaction factors, and is effective for a predetermined period of time; and

calculating with the processor, an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable.

Boesch fails to disclose or show the computer data signal embodied in a digital data stream recited in claim 44. For example, Boesch does not disclose "determining with a processor operative with executable software, a cost for credit to be extended to a buyer, wherein the credit is extended based upon one or more transaction factors". Similarly, Boesch fails to disclose or show "calculating with the processor, a cost for exchange of the first currency to a second currency, wherein the cost of exchange is based upon one or more transaction factors," or "calculating with the processor, an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable".

Rather, as discussed above, a cost for credit, and a cost for exchange of currency are not calculated in Boesch. Thus, such elements are not available to be included in the aggregate price for the deliverable.

In rejecting claim 44, the Office relies on the same passages relied on to reject claim 42, namely Boesch at Col. 8, lines 12-38; Col. 9, lines 11-39; and Col. 10, lines 39-64. However, Boesch does not disclose all the elements of claim 44 in the cited passages or anywhere else within Boesch.

Rather, as noted above, under Boesch's disclosed process a server converts an amount in a first currency that a customer is willing to pay for a product into an amount in a second currency in which a merchant has agreed to sell the product. The server then approves the transaction if the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency in accordance with current currency exchange rates. Under Boesch, the acceptable risk range is assessed by looking at factors such as the creditworthiness of the customer or the merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. Thus, Boesch fails to teach the determination or display of a cost of credit, a cost for exchange, or an aggregated cost to the consumer for the deliverable including the cost of credit and the cost for exchange.

For these reasons, claim 44 is allowable over Boesch. Applicant respectfully requests that the §102 rejection be withdrawn.

Independent claim 52 recites:

> A computer-implemented method of interacting with a network access device so as to provide pricing for a transaction, the method comprising the steps of:
> identifying via the network access device, parties involved in a transaction;
> defining with a processor operative with executable software, a deliverable with a currency amount associated with a price of the deliverable; and
> receiving into a computer storage, an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of a cost of credit extended in the transaction, a cost for exchange of currency in the transaction and the currency amount associated with the price of the deliverable.

Boesch fails to disclose or show the method recited in claim 52. For example, Boesch does not disclose "receiving into a computer storage, an aggregate price for the deliverable, wherein the aggregate price comprises an aggregate of a cost of credit extended in the transaction, a cost for exchange of currency in the transaction and the currency amount associated with the price of the deliverable".

Rather, as discussed above, a cost for credit, and a cost for exchange of currency are not disclosed in Boesch. Thus, such elements are not available to be included in the aggregate price for the deliverable.

In rejecting claim 52, the Office relies on the same passages relied on to reject claim 42, namely Boesch at Col. 5, lines 23-36; Col. 7, lines 25-34; and Col. 9, lines 11-39. However, Boesch does not disclose all the elements of claim 52 in the cited passages or anywhere else within Boesch.

Rather, as noted above, under Boesch's disclosed process a server converts an amount in a first currency that a customer is willing to pay for a product into an amount in a second currency in which a merchant has agreed to sell the product. The server then approves the transaction if the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product price in the second currency in accordance with current currency exchange rates. Under Boesch, the acceptable risk range is assessed by looking at factors such as the creditworthiness of the customer or the merchant, an acceptable deficit balance that the customer or the merchant is allowed to incur, or other market conditions, like fluctuations in exchange rates. Thus, Boesch fails to teach the determination

or display of a cost of credit, a cost for exchange, or an aggregated cost to the consumer for the deliverable including the cost of credit and the cost for exchange.

For these reasons, claim 52 is allowable over Boesch. Applicant respectfully requests that the §102 rejection be withdrawn.

Independent claim 61 recites:

A computerized apparatus system to facilitate management of risk associated with conducting a transaction for a deliverable in multiple currencies, the computerized apparatus system comprising:

a host computer comprising a processor and a storage for digital data; and

executable software stored on the host computer storage and executable on demand, the software operative with the host computer processor to cause the host computer to:

store in the host computer storage digital data identifying a purveyor of a deliverable;

store in the host computer storage digital data descriptive of a currency exchange price comprising a rate of exchange between a base currency and a foreign currency, wherein said currency exchange price is effective for an amount of currency transacted in one or more transactions comprising a deliverable conveyed by the purveyor;

receive into the host computer storage digital data descriptive of one or more executed transactions, wherein the digital data descriptive of the one or more executed transactions comprises an indication that the transaction involved the deliverable offered by the purveyor, and an amount of the foreign currency transacted;

determine with the processor an amount of foreign currency to be exchanged according to the currency exchange price wherein the amount of foreign currency to be exchanged is based upon the amount of foreign currency transacted;

calculate with the processor a cost for credit to be extended to a buyer of the deliverable wherein the credit is extended based upon one or more transaction factors;

calculate with the processor a cost for exchange of the foreign currency transacted, wherein the cost of exchange is based upon one or more transaction factors, and is effective for a predetermined period of time; and

calculate with the processor an aggregate price for the deliverable comprising an aggregate of the cost of credit, the cost for exchange of currency and the amount of foreign currency transacted.

Boesch fails to disclose or show the apparatus system recited in claim 61. For example, Boesch does not disclose "calculate with the processor a cost for credit to be extended to a buyer of the deliverable wherein the credit is extended based upon one or more transaction factors". Similarly, Boesch fails to disclose or show "calculate with the processor a cost for exchange of the foreign currency transacted, wherein the cost of exchange is based upon one or more transaction factors, and is effective for a predetermined period of time", or "calculate with the processor an aggregate price for the deliverable comprising an aggregate of the cost of credit, the cost for exchange of currency and the amount of foreign currency transacted".

Rather, as discussed above, a cost for credit, and a cost for exchange of currency are not disclosed in Boesch. Thus, such elements are not available to be included in the aggregate price for the deliverable.

In rejecting claim 61, the Office relies on Boesch at Col. 3 line 50 through Col 4, line 32; Col. 7, lines 30-47; Col. 8, lines 49-58; and Col. 9, lines 1-39 as well as Figs 1 and 2 in Boesch. However, Boesch does not disclose all the elements of claim 44 in the cited passages or anywhere else within Boesch.

Rather, as noted above, under Boesch's disclosed process a server converts an amount in a first currency that a customer is willing to pay for a product into an amount in a second currency in which a merchant has agreed to sell the product. The server then approves the transaction if the amount of the customer's offer in the second currency is within an acceptable risk range of the merchant's product

price in the second currency in accordance with current currency exchange rates.

Under Boesch, the acceptable risk range is assessed by looking at factors such as

the creditworthiness of the customer or the merchant, an acceptable deficit balance

that the customer or the merchant is allowed to incur, or other market conditions,

like fluctuations in exchange rates. Thus, Boesch fails to teach the determination

or display of a cost of credit, a cost for exchange, or an aggregated cost to the

consumer for the deliverable including the cost of credit and the cost for exchange.

For these reasons, claim 61 is allowable over Boesch. Applicant

respectfully requests that the §102 rejection be withdrawn.

Claims 36-40 and 62-63 depend from claim 61, and thereby incorporate

each of the elements of claim 61. Accordingly, claims 36-40 and 62-63 are

allowable at least on the basis of this dependency, in addition to the further

elements recited therein which are neither shown nor disclosed by the cited

reference. For example, **amended claim 36** recites:

> The computerized apparatus system of claim 61 wherein the software is additionally operative to:
> enter an amount of insurance available to the buyer, wherein the insurance relates to non-payment by the buyer;
> receive information descriptive of an online transaction involving the online buyer, wherein the information comprises a purchase price relating to an online transaction; and
> confirm that the insurance available to the buyer is sufficient to guarantee payment of the purchase price.

In addition to the failings of Boesch as discussed above in conjunction with

claim 61, Boesch also fails to disclose or show "enter an amount of insurance

available to the buyer, wherein the insurance relates to non-payment by the buyer".

Similarly, Boesch omits to show "receive information descriptive of an online

transaction involving the online buyer, wherein the information comprises a purchase price relating to an online transaction", or "confirm that the insurance available to the buyer is sufficient to guarantee payment of the purchase price".

Applicant therefore respectfully requests that the §102(b) rejection of claims 36-40 and 62-63 be removed.

In view of the amendments and remarks above, the rejections asserted by the Office are rendered moot and all pending claims are now in condition for allowance. Applicant respectfully requests reconsideration of the rejected claims.

## Conclusion

The Applicant submits that all of the remaining claims are in condition for allowance and respectfully requests that a Notice of Allowability be issued. If the Office's next anticipated action is not the issuance of a Notice of Allowability, the Applicant respectfully requests that the undersigned attorney be contacted for the purpose of scheduling an interview.

Respectfully Submitted,

Dated: _Sept 22, 2005_   By: _____
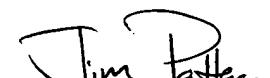
Jim Patterson
Reg. No. 52,103
Attorney for Applicant

LEE & HAYES PLLC
Suite 500
421 W. Riverside Avenue
Spokane, Washington 99201
Telephone: 509-324-9256 x247
Facsimile: (509) 323-8979